# COMMONWEALTH OF VIRGINIA DEPARTMENT OF GENERAL SERVICES DIVISION OF PURCHASES AND SUPPLY P.O. BOX 1199 RICHMOND, VIRGINIA 23218-1199

## **NOTICE OF CONTRACT RENEWAL**

1.	DATE	October 24, 2011	
2.	COMMODITY NAME	Mattress Cushioning	
3.	CONTRACT NUMBER	5652005-12	
4.	CONTRACT PERIODNove	ember 26, 2011 through November 25, 2012	
5.	SUPERSEDES		
6.	AUTHORIZED USERS		
7.	CONTRACTORS' FEI NUMBER		
8.	CONTRACTOR	P. O. Box 781 / Route 981 North	
10.	CONTRACTORS' PHONE NUMBER(80	00) 234-2734 Ext 5021; Fax (724) 537-9003	
11.	TERMS	– Net 30	
12.	DELIVERY		
13.	F.O.B	F.O.B. Destination	
14.	MINIMUM ORDER	See Attached	
15.		Cim Hatala hone (804) 786-3849 Fax (804) 786-0223	
16.	ADDITIONAL COPIES OF CONTRACTS AND ANY ASSOCIATED CONTRACT CHANGES MAY BE VIEWED AND PRINTED AT THE DPS WEBSITE: www.eva.virginia.gov.		
17.	NOTICE TO VIRGINIA INDUSTRIES FOR THE BLIND: This contract is the result of a sole source program and its use is mandatory in the purchase of the commodities. If any commodity available under this contract cannot be used by Virginia Industries for the Blind, a request to purchase other goods or services of a similar nature shall be submitted to the DGS/DPS contract officer for approval. A complete and factual written justification is necessary to support the request. Refer to Section 13.7a of the Agency Procurement and Surplus Property Manual.		
17.	Note: This public body does not discriminate against faith-based organizations in accordance with the <i>Code of Virginia</i> , § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.  By:		

Statewide Commodity Contract Officer

#### *INSTRUCTIONS*

- 1. <u>Purchase orders</u> will be submitted to the Contractor via the Commonwealth of Virginia's electronic procurement system, also known as eVA. The orders will be governed by this agreement and the terms and conditions contained in the separate agreement for participation in eVA executed by the contractor. If this contract is authorized for use by localities, Virginia cities, counties, town and political subdivisions may use this contract <u>only if the orders are placed through eVA</u>.
- 2. The applicable contract number, federal employer identification number (FEI), and item number (for itemized contracts) must be shown on each purchase order and copy, each facsimile transmission or given verbally when telephonic orders are placed.
- 3. Inspection on delivery and approval of vendor's invoice is the responsibility of <u>Virginia Industries for the Blind</u>.
- 4. Any complaint as to quality, faulty or delinquent delivery, or violation of contract provisions by contractor shall be reported to the Division of Purchases and Supply for handling with the contractor. Preprinted forms (DGS-41-024), by which to facilitate the notification of the contractor and this office of complaints, are available from the Division of Purchases and Supply website.
- 5. <u>Renewals</u>. <u>No renewals remain</u>.
- 6. Price Adjustments. During the current term of the contract, price escalation for raw materials may be allowed as provided every 180 days, if justified. A 2% inflationary percentage may be applied at the end of each 360 day period. The contract officer makes the decision to allow or deny a request for increase based upon the documentation submitted by the contractor. The contractor is required to pass on any price reductions immediately. IMPORTANT! All price increases must be approved by the contract officer. Contract users will be sent a Notice of Contract Change from this office as official notification of such changes, if approved.
- 7. <u>Minimum Order</u>: Minimum orders will be 4,000 board feet for F.O.B. delivery to ordering agency within the Commonwealth of Virginia. For orders of less than 4,000 board feet, the contractor will be permitted to add actual transportation cost (prepaid) to invoice for payment, or the agency may purchase such order off contract from other sources. Partial shipments of less than the minimum order value which are made at the option of the contractor shall be made F.O.B. Destination with no transportation charges added. If at the agency's request shipments are below the minimum order value, the contractor may add actual transportation cost to invoice for payment.
- 8. <u>Delivery Service</u>: Delivery of all requested contract items shall be made within <u>30</u> calendar days after receipt of purchase order. Contractor shall carry an adequate stock to insure such delivery service for the duration of the contract.
- 9. <u>CERTIFICATE OF COMPLIANCE</u>: All orders will require Certificate of Compliance (C of C) and Test Reports to be shipped with every order and they may be subject to government source inspection.

#### **VENDOR INFORMATION**

## VENDOR NAME AND ADDRESS

## **CONTACT INFORMATION**

 CHESTNUT RIDGE FOAM, INC.
 (s)
 Name:
 Carl Ogburn

 Post Office Box 781
 Phone:
 (724) 537-9000

 Rt. 981 North
 Toll Free:
 (800) 234-2734

 Latrobe, PA 15650-0781
 Fax:
 (724) 537-9003

eMail: cogburn@chestnutridgefoam.com

CONTRACT NUMBER: 5652005-12

COMMODITY: MATTRESS, CUSHIONING # 56520

## **PRICING EFFECTIVE:**

November 26, 2011 through November 25, 2012

T. N		Unit Price Per One
Item No.	Description	Board Foot
	CHESTNUT RIDGE: CR LS-200(c) Cushioning, Mattress, Quilting, 100% Poly Chloroprene Latex, Permanently Fire-Resistant, Open Cell, 3/8" Thick, Scrim Reinforced, per the attached specifications dated July 2005.	
20	LESS THAN TRUCKLOAD (LTL) (LTL Minimum Order = 4,000 BF)	<b>\$_2.6811</b> /per BF
40	TRUCKLOAD (TL) (Approximately 30,000 BF per Truck Load)	<b>\$_2.5847</b> /per BF
	CHESTNUT RIDGE: CR SAFEGUARD Cushioning, Topper Pad, Polychloroprene Latex Compound, Open Cell, Breathable, Fire-Resistant, Low Smoke, per the Attached specifications dated July, 2005,	
60	LESS THAN TRUCKLOAD (LTL) (LTL Minimum Order = 4,000 BF)	<b>\$_2.2190</b> /per BF
80	TRUCKLOAD (TL) (Approximately 30,000 BF per Truck Load)	<b>\$_2.1227</b> /per BF

Table IV — Listing of Component and End Item Examination and Tests

Test Item	Characteristic	Requirement		
Upholstery Ticking, Border	Component and Material Inspection			
Ticking, Flange,	Tear Strength 3/	Section 3	ASTM D 1424	
Tape 1/,and	Breaking Strength3/	Section 3	ASTM D 5034	
Pocketing Material 2/	Performance Characteristics			
	Initial Flammability:			
	Char Length	Section 3	ASTM D6413	
	After Flame	Section 3	ASTM D6413	
	Molten and/or Flaming Drops	Section 3	ASTM D6413	
	Flammability after 15 Launderings:	<u> </u>	<u> </u>	
	Char Length	Section 3	FED-STD-191 Method 5556 ASTM D6413	
	After Flame	Section 3	FED-STD-191 Method 5556 ASTM D6413	
	Molten and/or Flaming Drops	Section 3	FED-STD-191 Method 5556 ASTM D6413	
Cushioning and Insulator Pad	Performance Characteristics			
	Flammability:			
	Char Length	Section 3	ASTM D6413	
	After Flame	Section 3	ASTM D6413	
	Molten and/or Flaming Drops	Section 3	ASTM D6413	
	Flame Spread	Section 3	ASTM E 162	
	DMAX	Section 3	ASTM E 162	
	Dry Heat Aging/Compression Force Deflection	Section 3	ASTM D 3574 Methods C and K	
Mattress	Physical Characteristics			
	Dimensions	Section 3	4.5.2.1	
	Weight	Section 3	4.5.2.2	
	End Item Performance Characteristics			
	Flame Resistance	Section 3	NFPA 267 (Modified)	
	Durability	Section 3		
	Visual Characteristics Visual Defects	Section 3	Visual and 4.5.4	
1/ Only Molten and/or Flaming Dron		Section 3	v 18uai aiiu 4.3.4	

<sup>1/</sup> Only Molten and/or Flaming Drops requirement applies to Tape.

<sup>2/</sup>Only Initial Flammability requirements apply to Pocketing Material.

<sup>3]</sup> Tear Strength and Breaking Strength apply to Upholstery and Border Ticking.

<sup>4.2.1 &</sup>lt;u>First article units</u>. The mattresses selected as sample units from the first article lot shall be thoroughly checked for all mattress requirements in Table IV and this purchase description. The sample size of the first article lot shall be specified in the contract. The sample shall be representative of the construction, workmanship, components, and materials to be used during production. The first article inspection samples shall be furnished to the Government by the contract (see 6.2).

#### SPO100-95-D-4077

Cushioning and	Flammability:		
Insulator Pad	Char Length	5.0 inches max	
	After Flame	2.0 seconds max	
	Molten and/or Flaming Drops	None	
	Flame Spread	10 4/	
	DMAX	200 and No Molten and/or Flaming Drops 4/	
	Dry Heat Aging / Compression Force Deflection	No more than 20% change in compression force deflection	

- 1. Only Molten and/or Flaming Drops requirement applies to Tape.
- 2. Only Initial Flammability requirements apply to Pocketing Material.
- 3. Tear Strength and Breaking Strength apply to Upholstery Ticking and Border Ticking.
- 4. When materials are not identical on both sides, each side shall be tested as a different specimen (does not apply to Cushioning).
- 5. CERTIFICATE OF COMPLIANCE: All orders will require Certificate of Compliance (C of C) and Test Reports to be shipped with every order and they may be subject to government source inspection.